

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN FRANCISCO
BEFORE THE HONORABLE CURTIS E.A. KARNOW, JUDGE PRESIDING
DEPARTMENT 304

---oOo---

MATTHEW PAGOAGA and ANTHONY
JONES, on behalf of themselves
and all others similarly
situated,

Plaintiffs,

vs.

Case No. CGC-16-551952

STEPHENS INSTITUTE d/b/a
ACADEMY OF ART UNIVERSITY,
Defendant.

_____/

AND RELATED CROSS-ACTION.

_____/

REPORTER'S TRANSCRIPT OF PROCEEDINGS

PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

Wednesday, September 20, 2017

Reported by: PATRICIA ROSINSKI, CSR NO. 4555

Magna Legal Services
866-624-6221
www.MagnaLS.com

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

A P P E A R A N C E S

FOR THE PLAINTIFFS:

STUEVE SIEGEL HANSON
By: NORMAN E. SIEGEL
Attorney at Law
BY: AUSTIN MOORE
Attorney at Law
460 Nichols Road, Suite 200
Kansas City, Missouri 64112
(816) 714-7112
siegel@stuevesiegel.com
moore@stuevesiegel.com

- and -

GIRARD GIBBS
By: DENA CONNOLLY SHARP
Attorney at Law
By: SIMON S. GRILLE
Attorney at Law
601 California Street, Suite 1400
San Francisco, California 94108
(415) 981-4800
chc@girardgibbs.com
sg@girardgibbs.com

FOR THE DEFENDANTS:

PAUL, PLEVIN, SULLIVAN & CONNAUGHTON, LLP
By: JEFFREY P. MICHALOWSKI
Attorney at Law
101 West Broadway, Ninth Floor
San Diego, California 92101
(619) 243-0895
jmichalowski@paulplevin.com

1 Wednesday | September 20, 2017 | 2:30 p.m.

2 ---oOo---

3 P R O C E E D I N G S

4 THE CLERK: Department 304, Superior Court of
5 San Francisco is now in session. The Honorable Curtis
6 Karnow, Judge presiding.

7 Please be seated and come to order.

8 THE COURT: My apologies. I'll be right back.

9 THE CLERK: Please remain seated.

10 THE COURT: All right. I'm glad we have a
11 court reporter because we're going through a series of
12 issues, and it will be very convenient that we can all
13 refer back to the record.

14 As an initial matter, the motion is denied
15 certainly without prejudice. The technical reason has
16 two parts to it: First, none of the declarations comply
17 with CCP Section 2015.5. So there's no admissible
18 evidence at all.

19 If you read that section, it requires
20 declarations under penalty of perjury under the laws of
21 the State of California. So I never read declarations
22 that aren't sworn.

23 But I think if we spend a little bit of time
24 talking about the motion today, it will be helpful for
25 the next iteration.

1 I'm going to have a series of questions, and
2 then sometimes I'll, for the record, just go through the
3 issues, then you can address when the motion is brought
4 again.

5 My understanding is that the defendant has all
6 the addresses and emails of the 3,374 class members; is
7 that correct?

8 MR. MICHALOWSKI: Virtually all of the emails.
9 It will be -- not a hundred percent, but pretty close to
10 it. 80, 90 percent, is the best estimate I received.

11 THE COURT: And with U.S. mail?

12 MR. MICHALOWSKI: With U.S. mail, it will be
13 very close to a hundred percent.

14 THE COURT: I take it notices will go out both
15 ways; is that right?

16 MR. SIEGEL: Yes, Your Honor.

17 THE COURT: Feel free to remain seated. Just
18 pull the microphone in closer toward you.

19 MR. SIEGEL: Very well. Thank you.

20 THE COURT: That would be great.

21 It's difficult to understand the value of the
22 settlement. In fact, at this point, I think it's
23 impossible to understand what the value is.

24 One way to think about it is to take \$250,000,
25 divide it by the number of class members, and it's worth

1 \$74 per person.

2 But, technically, this is a reversionary
3 resettlement. In other words, we don't know if the
4 defendant will spend \$250,000 on this -- maybe yes;
5 maybe no -- it depends on events that take us through,
6 first of all, a claims deadline when we will know, to
7 some extent, how much has been claimed.

8 And then, secondly, there's a tail deadline, as
9 I understand it, which goes out between 600 and
10 700 days. So it won't be until that time period that
11 we'll know how much the defendant has spent.

12 I'm also unclear -- well, I'll leave it -- I'll
13 take these issues one by one, which means that for this
14 reason, among many other reasons, which I'll get to in a
15 minute, we won't know the value of this settlement which
16 will make it perhaps impossible to grant attorneys' fees
17 in this case because we won't be able to double-check or
18 crosscheck the lodestar with the value of the
19 settlement. So that's going to present some
20 difficulties.

21 With respect to the actual value, there are two
22 ways to think about it, and the papers don't address
23 what's the proper way to think about it.

24 So, for example, let's take services that
25 involve the provision of credit reports and things like

1 that. One way to think about it is -- as provided in
2 one of the declarations -- that it is \$300 per person
3 annually, which, over a two-year period, makes the
4 settlement, arguably, worth \$600 to a person for those
5 who opt in to it, but I don't know how much it's going
6 to cost the defendant, and I just have a query here as
7 to whether that's the number I need to get at.

8 And why is it that instead of having people opt
9 in to a series of services provided either by or through
10 the defendant, why not just give them the \$600 so they
11 can buy it from perhaps some other companies and they
12 can make use of that money what they will.

13 The breach took place April 2016. There's
14 nothing in the papers that tells me how long it is
15 normally that a person might expect to wait before he
16 sees that he has been affected by the breach. Does that
17 happen right away? Does one know that within a month or
18 two? Can it take years to figure out?

19 Obviously this matters because class members
20 opting in or deciding not to opt out, and class members
21 deciding to sign up for some of the services will
22 perhaps be affected by their perception of the extent to
23 which that didn't happen to them as a result of the
24 breach.

25 And this time period, whatever it is, will also

1 inform us as to how long we should allow for people to
2 opt in to various provisions of the agreement or to make
3 claims.

4 The length of the tail deadline of between 600
5 and 700 days suggest, but only suggest, that it can take
6 years for people to figure out if they've been clobbered
7 by a breach such as has been alleged in the complaint.

8 But we want to have some background so we can
9 figure out whether the timelines that are provided are
10 reasonable and whether, for example, the initial claims
11 deadline itself should be much farther up than 60 days.

12 The next question, why not automatically enroll
13 in the credit monitoring services? Why use a claim
14 process at all? Every claim process has to be
15 justified. One of them in here is justified, and I'll
16 get to that in a minute. But what we are looking for
17 generally is the minimum claims necessary. We want to
18 make this as fast, easy, and as simple for the class
19 members as we possibly can.

20 Settlement agreement, Paragraph 16 -- what is
21 "fairly traceable"? What does that actually mean? It's
22 very difficult to know.

23 The memorandum of points and authorities
24 suggest this is a very consumer-friendly provision, but
25 I don't know what it means.

1 The best we can do, I suppose, is what the
2 plaintiffs and defendants have already tried to do,
3 which is in the class notice, give examples of the sorts
4 of damages that people might have that are, quote,
5 fairly traceable. And maybe that's the best we can do,
6 and I'm open to that discussion. But if so, we might
7 want to have something more detailed than the notice to
8 let people know what it is they can actually expect to
9 get compensation for.

10 What sorts of damages that could be a
11 consequence of a security breach such as this are not
12 likely to be approvable with documentation.

13 What are those damages? What's the universe of
14 damages that people suffer from these sorts of events,
15 and which ones of them are the only ones that are likely
16 to be compensated for in this case because they're
17 susceptible to documentation?

18 For example, let's say as a result of a
19 security breach such as this, one is embroiled in a
20 dispute, and it goes on for a year or two with that
21 seller of merchandise saying that the class member
22 purchased it and the class member says, "I never did.
23 Somebody using my ID purchased it," and it goes on and
24 on and on, taking up time and expenses, perhaps
25 incurring litigation costs and so on. Is that realistic

1 or is that not realistic?

2 Plaintiff's counsel here apparently has great
3 experience in some of these sorts of cases, and we might
4 be able to get some background on these things.

5 With respect to the value of \$2,500, I'm sorry.
6 Let me repeat that. With respect to the evaluation of
7 \$250,000, Settlement Agreement, Paragraph 31 -- how is
8 that number arrived at? This is the fundamental
9 question under Kullar, and there isn't anything in the
10 papers that informs me as to this.

11 With respect to the calculation of whether or
12 not a class member will receive 1,000 versus \$2,500,
13 apparently it's a binary thing; they'll either get a
14 1000 or they'll get \$2500. It's just one or the other.
15 As a cap, at least as a cap.

16 Here's the query: If there are any claims at
17 all for professional services, \$4 incurred for
18 professional services, does the cap now become \$2,500?
19 Is that how it works? That's how it seems to read, but
20 I'm not sure if that's the way it works.

21 Injunctive relief -- there are a variety of
22 allusions to an injunction. I don't see any injunction.
23 An injunction is a court order and enforceable by
24 contempt. It is extremely detailed and precise, leaving
25 no opportunity for anybody to ever claim that they

1 didn't understand it. And it is susceptible, again, as
2 I say, to enforcement by contempt. I don't see anything
3 like that here. I don't see an injunction that I will
4 be signing, that I will be enforcing through contempt
5 for some period of years, let's say it's a three-year
6 period.

7 Setting aside whether it's technically an
8 injunction or not, what is the promise that the
9 defendant is making with respect to renewed policies?
10 It's so vague, it's meaningless. My evaluation of it is
11 zero at this point. It doesn't look like it's worth
12 anything at all.

13 What's enforceable about it? How will we know
14 if defendant has done something? What is it exactly
15 defendant is supposed to do?

16 If a plaintiff complains a year now that
17 defendant hasn't done something, how will I decide that
18 issue?

19 So whether it's a term -- in other words, I
20 can't tell if it's an injunction or not. I think the
21 answer is no.

22 Is it a contractual obligation that I'm going
23 to enforce? I think the answer could be yes, but I'm
24 not sure. Or is it just a nice thing that the defendant
25 is throwing into the mix and it's really not valued as

1 part of the settlement?

2 I want to go to Paragraph 32 of the settlement
3 agreement. First of all -- yes, Paragraph 32 -- it says
4 if the maximum amount payable under Paragraph 31 has not
5 been reached, then we have these reimbursements.

6 That suggests that if the maximum amount has
7 been reached, we have none of these -- none of these
8 payments are made. I'm not sure if that's exactly what
9 the parties mean or not, but that's how it reads.

10 With respect to these requests for
11 reimbursement -- which I think is really the only
12 meaningful relief that's provided in the settlement with
13 a cap of either 1,000 or \$2,500 -- I can't tell, first
14 of all, if the prerequisites, a word that was found in
15 the seventh line down of Paragraph 32, applies to both
16 claims that are made before and after -- I'm sorry --
17 before and after the initial claim deadline; that is, do
18 they apply to all claims, including those through the
19 tail deadline, or do these prerequisites apply to those
20 that are just made after the initial claim deadline but
21 before the tail deadline?

22 I'm concerned, in any event, about what these
23 prerequisites are and the fact that I don't think
24 anybody reading the notice will ever know that it may be
25 impossible for them ever to get reimbursement.

1 Because if you look at these prerequisites,
2 they have to first enroll in the credit monitoring
3 service -- I think that's what it means -- and they have
4 to attest that they have sought and been denied
5 reimbursement through an insurance policy provided as
6 part of the credit monitoring services.

7 That means, if I read it correctly, and if I
8 don't, then it's ambiguous, but if I read it correctly,
9 there is a prerequisite of making a demand under an
10 insurance policy, the terms of which I don't have, and
11 which as far as I know, could be shockingly burdensome.
12 Dealing with insurance companies, as we all know, can be
13 easy or often not.

14 So the burdens attendant to the insurance
15 policy that I don't have and that the class is not
16 notified of become a burden and a prerequisite to at
17 least some, I think, of the benefits to be secured under
18 the settlement agreement.

19 If there was a problem with this insurance
20 company, whose problem is it? Who is this insurance
21 company? Is it the defendant?

22 If it's somebody else, then you've foisted onto
23 some other party the resolution of something that should
24 be handled by the parties in this case, by the claims
25 administrator or otherwise.

1 There is no good, plain English explanation of
2 how this process works, and you can't figure any of this
3 out from the notice.

4 With respect to the claims referee, who is this
5 person? What are their qualifications in the sense
6 of -- I don't need to know the qualifications of the
7 individual person because I understand you haven't
8 picked this person yet, but what are the prerequisites
9 of this person? Could it be anybody on the planet? Do
10 they have to have certain qualifications? Are they
11 somebody from JAMS or ADR, or who is this person?

12 And what happens if the parties don't agree on
13 this person? Do you come back to the court and the
14 court appoints a claims referee? I don't know what
15 happens if you don't agree on that.

16 With respect to this injunctive relief -- I'll
17 return to it briefly -- the settlement agreement at
18 Paragraph 44 says that the documents generated in
19 conjunction with the defendants' performance under the
20 injunction cannot be used for any other purpose. I'm
21 not exactly sure what that means. They could
22 presumably, surely be used in court in connection with
23 this case, but I can't quite tell what the parties mean
24 with respect to that.

25 Releases, Settlement Agreement Paragraph 61 --

1 I don't pay much attention to Paragraph 60, which is the
2 settlement class representative. I assume that he is
3 being adequately represented. My fiduciary duties don't
4 extend to him. They extend to the absent class members.
5 That's my fiduciary duty.

6 So I look at Paragraph 61, the notice at the
7 end of Paragraph -- the releases at the end of
8 Paragraph 61 include all claims, quote, "that were
9 alleged or could have been alleged in the action," close
10 quote.

11 Any claim could have been alleged in the
12 action. We have wide joinder rules in California, as we
13 do in federal court. You can join almost any claim in
14 an action that you want, which means that they release
15 everything. That's not going to be acceptable.

16 Typically, releases are limited to claims which
17 were or could have been brought based on the facts of
18 the complaint. Maybe that's what the parties mean, but
19 I can't tell that.

20 With respect to attorneys' fees, this is not so
21 serious now for me, but it may be for other people in
22 the room, and it's something we want to give thought to
23 before we have a final approval.

24 I need to approve the attorneys' fees,
25 obviously. It doesn't matter that they are or aren't

1 coming out of something described as a common fund.
2 This is a class action, so I need to approve them. And
3 I will treat them, unless there is authority to the
4 contrary, as if they were coming out of the common fund,
5 and therefore, they have to be justified.

6 And the two ways that they're going to be
7 justified are: They will be primarily justified on the
8 basis of a percentage of the common fund recovery; and
9 secondly, it will be crosschecked against the lodestar.

10 For the first part of the test, I will need to
11 know the value of the settlement. I can't figure that
12 out now, and I don't think I'll ever be able to figure
13 that out. I don't even know if it's \$250,000. That
14 appears to be the maximum it could possibly be right
15 now, but it could be less because it's reversionary.

16 There is a way to handle reversionary
17 settlements. Reversionary settlements are disfavored in
18 part because of this problem because you can't figure
19 out how much the settlement is worth.

20 And the way you can fix it is you have a
21 cy-près recipient. You can have defendant give up the
22 \$250,000 permanently, making it clear that the
23 settlement is worth at least that amount of money. And
24 then if there's something left over, we give it way to
25 the appropriate cy-près. I'm not saying that you have

1 do. I'm just saying that's a tool that's available to
2 you.

3 Because claims could be paid out through the
4 tail deadline, we may not know for two or three years
5 what the actual value is under the agreement as we
6 currently have it.

7 I don't know what fees and costs the plaintiffs
8 are going to be claiming, and I need to know that now.
9 They're not bound by it, but they won't get -- they
10 probably won't get more than that. But the notice has
11 to have those in there.

12 And, in fact, your form of notice has a blank
13 for the fees and costs that the attorneys -- plaintiffs'
14 attorneys are seeking. But I don't know what that is.

15 It could be, from what I've read in the papers,
16 \$300,000, \$400,000 in a settlement that's worth, at the
17 most, \$250,000. I'm not sure if I've got that right,
18 but I need to know now what that number is. Obviously,
19 I won't be awarding anything now. I'll be doing that at
20 the final approval.

21 As I say, all the declarations, including the
22 declaration of counsel and the declaration of the
23 administrator, is not admissible because of
24 CCP Section 2015.5.

25 Going back to the Kullar analysis. This is the

1 central job I've got in these things, trying to figure
2 out whether a settlement is fair, or at least
3 preliminarily whether it appears to be in the ballpark
4 of a fair settlement. This is the most important thing
5 I have to do.

6 And under Kullar what I need to know is I need
7 to have facts that tell me what the maximum amount of
8 recovery could have been in this case if everything had
9 gone the way that the plaintiff wants it -- they've won
10 certification, they've gone to trial and won, what
11 recovery would they have secured at trial? What is that
12 number?

13 Without that number, I can't possibly evaluate
14 what we've got here. So we have that number, and then
15 the parties explain to me why it needs to be discounted
16 for settlement purposes, what the weaknesses are in the
17 case.

18 There's some of that in the papers, but one of
19 the central things that I need to know with respect to
20 the maximum amount that the plaintiffs could secure at
21 trial is this: What did the plaintiff discover through
22 its investigation and discovery about the losses that
23 were actually incurred in this security breach? What is
24 that evidence? What was the -- what happened? What
25 were the losses? What did all these plaintiffs tell

1 plaintiff's counsel about what they suffered?

2 There is only one place in all the papers that
3 even alludes to the issue, which is Paragraph 26 of the
4 Siegel declaration, but there's nothing there. It's
5 just a conclusion. It's just one sentence that has no
6 evidence.

7 Remember, I need to be able to make an
8 independent evaluation. I can't take the word of the
9 attorneys for this. I need to make an independent
10 evaluation of the evidence and the research and the
11 facts so that I can figure out what the maximum amount
12 could have been and so I can figure out what the
13 settlement valuation range is.

14 Claims can be filed via paper or
15 electronically -- how do people file a claim
16 electronically when they have documentation? I mean, I
17 can make up an answer to that, but it's not clear from
18 the papers as to how that would work. I guess people
19 have to do PDFs and attachments or something like that,
20 but I'm not sure exactly how that works.

21 The notice, but nowhere else, suggests that
22 credit monitoring services may take several months after
23 the effective date to become effective. What is the
24 deadline by when the benefits to be provided by the
25 defendant must kick in; i.e., if the credit monitoring

1 service takes three years to kick in, is that a breach
2 of the settlement agreement or not? Where in the
3 settlement agreement does the defendant have this
4 obligation with respect to its time?

5 I'm looking at the claims form in Exhibit 1 to
6 the settlement agreement, the second box, Page 2, quote,
7 "You must make a claim in order to receive credit
8 monitoring services," close quote.

9 I've already made this point, but I'll do it
10 again in this context. My question is why? Why do we
11 have to have a claim? Is it because people are putting
12 their private information at stake, and it should be
13 their choice to do so and things like that? That's
14 fine. I mean, I am sure there are reasons, but I'd like
15 to know why people have to volunteer for this, why we
16 have to make them sign up for it.

17 With respect to the box, Exclude Yourself,
18 there's a sentence toward the end that reads, "If you
19 opt out, you may not make a claim for benefits under the
20 settlement." I think we want to be more blunt. "You
21 won't get any benefits," period.

22 The way it's written right now suggests that
23 you might get some benefits, but not the ones that you
24 have to make a claim for; maybe you'll get some other
25 kind of benefit, but that's not right. If they opt out,

1 they get nothing under this, as we know.

2 In terms of objection, the notice tends to
3 split -- and I'll refer to this more specifically in
4 just a few minutes -- two kinds of objections apart:
5 Objections to the settlement, whether it's fair and
6 reasonable -- I think that's the first part -- and then
7 objections to the attorneys' fees and things like that.
8 I don't think we have to do that. I think we want to
9 make it clear that they can object to anything that they
10 like.

11 And here in Objection where it reads, "You may
12 object to the settlement by writing to the settlement
13 administrator and explaining why you don't think the
14 settlement should be approved," you should just insert,
15 "Why you don't think the settlement," quote, comma, "or
16 any part of it, should be approved," and then I'll have
17 a second suggested edit later.

18 Page 7, Paragraph 12, last sentence, quote,
19 "Checks for valid out-of-pocket losses claims will be
20 mailed by the settlement administrator to the mailing
21 address that you provide," period, close quote; that
22 leaves me hanging. I'm not sure if that means if you
23 don't provide one, you'll never get it. That's not
24 true.

25 What they -- I think you mean to the mailing

1 address that we or the administrator has on file, and if
2 we don't -- you should make sure that we've got the
3 right one by doing the following thing, which is in
4 other parts of this notice. But the way it's phrased
5 right now is misleading.

6 Paragraph 13, first paragraph underneath that
7 last clause, it's describing the release as a release of
8 AAU, quote, "for any harm related to the email security
9 incident," close quote. That's the scope of the release
10 in the notice. That should be the scope of the release
11 in the settlement agreement, if that's what you mean.

12 But we have a very, very different scope of
13 release in this notice than we do in the settlement
14 agreement. Even if we modified the settlement agreement
15 as I have suggested to relate to claims that could come
16 out of the facts in the complaint, that's still very
17 different from this.

18 And whatever you agree to, so long as I think
19 it's fair and there's a broad scope there, it should be
20 the same thing because this is currently not right.

21 Paragraph 14, "Do I have a lawyer in this
22 case?" I would take out the word "yes." You can say
23 that the court has appointed these attorneys to
24 represent you -- well, I would just take out the word
25 "yes." I think we can just leave it at that, and I

1 won't say anything more about that. It's provisional
2 representation, and I think we can just leave it at
3 that.

4 Page 8, Paragraph 17, second paragraph, last
5 clause of the first sentence, which starts, quote, "But
6 you will need to find," to the end of the sentence, I
7 suggest we take that out. It's not true. They can
8 represent themselves.

9 And this tends to inhibit them from exercising
10 all the rights that they have, which is to opt out or
11 exclude themselves or to object.

12 Page 9, Paragraph 18, first sentence, it begins
13 quote, "If you are a settlement class member," close
14 quote, we should add, "and if you don't opt out."

15 Because previously in this notice we've told
16 people, "If you're reading this, you're a settlement
17 class member." So the way it's structured from the very
18 beginning of the notice, is anybody to whom this is
19 sent, you're a settlement class member, and, thereafter,
20 you can opt out. So we need to change the phrasing here
21 a little bit.

22 And you should add what you think of -- at the
23 end of that sentence there ends, "What you think of the
24 settlement," period, we should add something like,
25 "including the awards of the attorneys' fees, costs, and

1 enhancement awards." Tell them that they've got a range
2 of things that they could object to if they want to.

3 We should take out the sentence that starts,
4 "You can't ask the court to order larger settlement.
5 The court can only approve or deny the settlement. The
6 court will consider your views," all of that can come
7 out. The important thing here is tell people they can
8 object if they want to.

9 The last paragraph on this page is now not
10 necessary. It's the paragraph that begins, quote, "If
11 you have an objection to class counsel's motion for an
12 award," close quote, that paragraph now is not needed,
13 although the very last sentence, quote, "Should you wish
14 to review the motion," dot, dot, dot, close quote, that
15 could be taken and placed anywhere but perhaps at the
16 end of the first paragraph under 18.

17 Exhibit 2, propose claim. This is preclaims
18 deadline. Top left-hand corner is the box with the date
19 indicating that this has to be postmarked.

20 By the way, thank you for using the
21 "postmarked" as opposed to "received by administrator"
22 way of calculating things.

23 I think we also had these people allowed to
24 email this in. If that's true, then in the same box you
25 should say something about "submitted" -- maybe it

1 should be "submitted by email" or "posted marked by,"
2 something like that. It's unclear what "submitted" is,
3 although now I think I know understand it means
4 submitted via email.

5 Let me go to the second page of this. At the
6 very bottom, there's a box that has the second question
7 to be answered. There's a yes and there's a no, and you
8 check one of the two boxes.

9 I'm concerned about the second box where you
10 check no because it says basically, "Did you receive a
11 notice from the AAU that you were compromised?" Now, if
12 somebody didn't get that notice, according to the class
13 definition, they still could be in the class. This
14 isn't part of the class definition. If you read the
15 class definition, they well could be in the class
16 whether or not they got this piece of paper or some kind
17 of notification from AAU.

18 But this says, quote, "You're not eligible to
19 make a claim," close quote; i.e., "You're not in the
20 class." That can't be right. I don't know what this
21 means. Maybe you just want them to contact the
22 settlement administrator because they're not on a list
23 and you need to know about this and so on and so forth;
24 that's totally legitimate. You need to figure out who
25 this person is to solve the problem, but they could be

1 eligible to make a claim.

2 So those are some of the issues. Again, we're
3 not going to go through them all now. We need to make a
4 record. I think the record we've made now, which
5 hopefully is useful to everybody, but even more
6 importantly, we want to have a new motion that addresses
7 these issues so that when a class member thinking
8 whether or not to object, whether or not to exclude, can
9 go to one set of documents and say, here's the deal. I
10 know what it is. I'll figure it out from there.

11 So I think the question is what would you like
12 to do next, and my recommendation is that you figure out
13 a date by when a new motion would be filed, and we'll
14 just put it down on our calendar as a date to expect a
15 motion. If you don't have it, you'll contact me and
16 tell me where you are. And when you do file it, you'll
17 just file it within the ordinary course, and we'll hear
18 it whenever you're ready.

19 But now I am open to suggestions and ideas.
20 I'll turn first to the plaintiffs' counsel.

21 MR. SIEGEL: Thank you, Your Honor. Can I take
22 the podium or here? What's your preference?

23 THE COURT: I have none.

24 MR. SIEGEL: Okay. If you don't mind, I'll
25 just feel better approaching the Court --

1 THE COURT: I understand.

2 MR. SIEGEL: -- from the podium, so I
3 appreciate that. And I also appreciate the Court's
4 comments.

5 I think if we can set a date out 30 days to
6 address the issues that the Court has raised in the
7 documents. I think at least three of us were taking
8 copious notes on the plaintiffs' side, and of course we
9 have the benefit of the record from the court reporter.

10 I would like to use, if I could, just a few
11 minutes to orient the Court to our perspective as
12 plaintiffs' counsel in this case.

13 You did mention we have some experience in data
14 breach cases, and that experience is what led us down
15 the path to this form of settlement.

16 And the first data breach that I was involved
17 in -- actually, with my colleagues at Girard Gibbs --
18 was the Target data breach settlement. That was a data
19 breach three years ago or so involving many millions of
20 credit card numbers that had been stolen from Target.

21 That litigation was in federal court in
22 Minnesota. It was the first real large data breach
23 case, not that has been litigated, but certainly that
24 had, I think, reached the public consciousness in terms
25 of what it means to have these kinds of personal

1 information out there that was being -- the information
2 was being sold on the dark web, and people were
3 genuinely concerned.

4 We ended up in that case with a settlement that
5 was a cash settlement where people made claims, not
6 unlike what we've structured here, but had no provision
7 for monitoring going forward.

8 The feedback over time from the millions of
9 class members -- not that we heard from millions -- but
10 of those millions, generally speaking, what people --
11 their experience was it was not a significant amount of
12 out-of-pocket expense. Most of the frauds that are
13 perpetrated as a result of these kinds of breaches, they
14 are reimbursable.

15 You mentioned an example where you're in a
16 dispute with a merchant. In our experience, that is not
17 what happens. The challenge is made to an erroneous
18 charge, and it is written off, in our experience, in
19 nearly every case.

20 There are some instances where all but \$50 is
21 written off, or something like that, and then we've
22 created, as in this process, a mechanism to make a
23 claim.

24 The next big case was Home Depot data breach
25 case in which I acted as a co-lead counsel. In that

1 case, based on our experience in Target and what we were
2 hearing from other lawyers who were in this practice
3 area is that this concept of monitoring for future harm
4 is an important component.

5 And the monitoring component -- Your Honor has
6 looked at that dollar figure in the settlement. We
7 don't view that as -- I think you said it was primary
8 relief or the entire relief or something like that, and
9 that caught my ear because we don't -- we view that as
10 important but secondary to what we view as a robust
11 monitoring product.

12 The Home Depot monitoring that we were able to
13 offer class members was really the first settlement that
14 included that as a provision. And I think it was
15 important to have that because, again, people -- it
16 addresses the question you raised about what's the tail
17 of potential harm to these folks. Right?

18 In any class case, from our perspective, if you
19 can deliver a settlement to class members early in the
20 process that is fair value or full value, that's good,
21 as opposed to waiting a longer time. In data breach
22 cases, it's really particularly important because
23 without the availability of access to a robust
24 monitoring product, you are exposed.

25 And what these monitoring products do --

1 they've improved as data breaches have improved. In
2 Home Depot we had one type. That was improved upon in
3 the next big case we were involved with which is the
4 Anthem data breach case, which Judge Koh was overseeing
5 in the Northern District of California.

6 And in that case, we were able to come up with
7 a product that not only had this monitoring, but also
8 this assistance. So if you have a problem and don't
9 know what to do, you have a person to call. And that
10 element of relief for folks that have had their identity
11 stolen, a fraudulent charge, a tax return made in their
12 name, and they just -- they don't know where to start.

13 THE COURT: Who would provide it in this case?

14 MR. SIEGEL: So the product that is outlined in
15 the papers, it's Experian.

16 THE COURT: Why do you think Experian is any
17 good at this?

18 MR. SIEGEL: Well, that's a fair question.

19 We think they're good at it because they have
20 developed a product that is wrapped around this exact
21 type of concern. So I would say what they've done is
22 they've tailored a product to what is the population's
23 concern about these kinds of breaches.

24 Those products have several elements to them
25 that, again, have expanded over time from when we first

1 started doing this, and this has really been over -- in
2 legal terms, a short period. It's only been three years
3 or so that these products have developed.

4 And so, for example, the Experian product that
5 we have AAU would pay for, but we had the opportunity to
6 talk to Experian and confirm the elements of the
7 product.

8 It would have the element of -- it's in several
9 places in the papers. I'm just looking at the class
10 notice, Exhibit A1, if you look at Paragraph 8 -- daily
11 credit monitoring of all three credit reporting
12 agencies. You may have read recently about a breach of
13 Equifax, another one of the three major reporting
14 agencies. That's a separate problem for another day.

15 But there are basically in our country three
16 agencies that have the ability to monitor and provide
17 this kind of protection and -- because they have the
18 information. If you go to make a loan, somebody is
19 going to make a loan in your name, it's going to be run
20 through one of these three credit reporting agencies.

21 THE COURT: Did you look at the offerings from
22 the other two?

23 MR. SIEGEL: We have. We have generally. I
24 would need to be reminded from my colleague here whether
25 we -- specifically in this case, but we're involved in

1 lots of cases.

2 Like, we have a very similar phishing case
3 closer to my home state of Missouri in Kansas about at
4 the same stage where we've vetted lots of different
5 products.

6 And the reason we like this product is because
7 of all these elements that it provides. It just doesn't
8 monitor one credit bureau. If you go -- if somebody
9 goes and tries to get a mortgage in your name and it's
10 run through TransUnion and you are only watching your
11 credit report at Experian, it doesn't get caught.

12 And so that is the first sort of major benefit.
13 It's having these three credit reporting agencies
14 covered by this product.

15 You get your credit report --

16 THE COURT: How much is the defendant paying
17 for this?

18 MR. SIEGEL: So I'll leave it to defendant to
19 answer that question, but getting to -- it's an
20 important question, but from our perspective --

21 THE COURT: By the way, it doesn't have to be
22 answered today.

23 MR. SIEGEL: Yes. It's several hundred
24 thousand dollars.

25 From our perspective, that's not as important

1 as what that cost is at retail. So, typically, when
2 people hear, "My information has been breached. My
3 employer accidentally sent W-2 information to a
4 fraudster," if they typically -- if they contact someone
5 like me or just go to the Internet and look at what to
6 do -- two things: Sign up for credit reporting. And if
7 you are concerned about Social Security numbers and
8 somebody truly is stealing your identity, filing false
9 tax returns, you put on stop on your credit. Those are
10 the two things, the key things that experts tell you you
11 should do.

12 If you open any article about what to do about
13 the latest breach, Equifax breach, you won't have to
14 look back far, put a stop on your credit -- that costs
15 money. And so that's the type of thing on the dollar
16 side we wanted to make sure was available for
17 reimbursement.

18 If somebody went out and sought this kind of
19 data breach protection, they would be paying \$300 a
20 year. It's in our papers. But there's a range. But if
21 you assume about \$25 a month from what we can deliver to
22 the class through the class action device, we feel like
23 this is exactly the type of relief that we should be
24 delivering on a class-wide basis versus individuals
25 going out and spending this money on their own.

1 If you buy in bulk and you can negotiate in
2 bulk -- and we've been able to do that -- of course,
3 it's cheaper in the aggregate.

4 So in terms of expense, that's going to come
5 in, ballpark, \$200,000.

6 THE COURT: And what is --

7 MR. SIEGEL: But value to our clients in the
8 aggregate, we view it as something closer to \$2 million
9 if you multiply out \$300 a year times 2 years times
10 3300 --

11 (Overlapping speakers.)

12 THE COURT: Do you think it's a mistake to
13 enroll people in this without a claim?

14 MR. SIEGEL: Right. So you had alluded to
15 this -- and I think I've answered your question a little
16 bit in there -- you do need to provide information. You
17 cannot force people to sign up for credit monitoring.
18 And we can't -- I have not seen any class settlement in
19 the data breach space where that's an auto function.

20 Now, we do have -- and this is a benefit in our
21 mind -- there is part of this product that will be
22 available to you even if you don't sign up. If you go
23 and sign up for one of these products, one of the things
24 you have to provide is your Social Security number.
25 People are reluctant to do that, understandably.

1 And so for those that decide for them
2 personally the risk of adding their Social Security
3 number to get this additional protection is not worth it
4 but they still have a problem, we have this restoration
5 service. This is in Paragraph 9 of the notice -- it's
6 elsewhere.

7 So that -- and this is what I wanted to mention
8 about the -- iterative improvement of these products
9 that we're able to deliver since Target; and that is,
10 now we have developed this product -- Experian developed
11 it, but hearing from plaintiffs' counsel in these cases
12 where, okay, even if you do not sign up, you will have
13 available to you the resources to help you navigate an
14 identity theft or some problem.

15 And so that is a -- that's something where they
16 are -- they're in it. They got it even if they don't
17 affirmatively sign up for the full credit monitoring
18 that's provided by the Experian product.

19 THE COURT: Have you received any feedback on
20 how well that program works?

21 MR. SIEGEL: It's new. It's new. But for
22 those -- what we hear from our clients, which across
23 these cases number in the -- individual clients, not
24 class clients; those are in the tens of millions --
25 individual clients number in the multiple thousands, and

1 what you hear is they want a domestic call center. They
2 want to be able to pick up the phone and talk to
3 somebody in the United States about what they should do.

4 THE COURT: Well, I understand that. The
5 question is, do they get it?

6 MR. SIEGEL: Yes. Well, we have -- they've
7 improved. So there's anecdotal information about
8 complaints about this call center or that call center.

9 In our role as representing plaintiffs in these
10 cases, we have really focused on this and encouraged all
11 of these providers to have domestic call centers that
12 are well trained, and I do think it's improving.

13 I think this product, the way it is built
14 around meeting what we think are the needs of the class,
15 it's the most advanced. Is it going to be perfect? I
16 can't guarantee that. Will the next one maybe be
17 slightly better than this one? Probably, because we
18 have the benefits of our experience as we move forward.

19 But in terms of what's available today to this
20 class to deliver to these folks now as opposed to three
21 years from now or whatever we would conclude at trial,
22 it is absolutely, in our opinion, the best product out
23 there because it has all of these features, including
24 the availability to -- even if you don't sign up, you
25 pick up the phone, you have somebody available that can

1 help you navigate an event.

2 And, typically, once those are resolved, they
3 don't result in out-of-pocket expense in terms of,
4 "Somebody bought a 5,000-dollar flat screen TV, and I'm
5 out of luck." That's not what happens. It's usually a
6 lot of aggravation on unwinding it, and that's what this
7 service provides. They provide a clearinghouse of what
8 to do if you are -- if you get a phone call or the IRS
9 tells you that when you go to file your tax returns,
10 somebody already has, that they're there to help
11 navigate that process. And from our perspective, when
12 you talk about value, that's the value we're hoping to
13 deliver to the class.

14 The cash which Your Honor has raised several
15 times, appropriately, that is there for that \$30 for
16 blocking all the credit agencies if you went out and did
17 that.

18 If you went out and bought monitoring on your
19 own -- AAU did provide a product after the breach --
20 that would be reimbursed through this. And that's
21 really, from our experience, again, what we have in
22 mind.

23 And you referenced the paragraph in my
24 declaration about thinking 250 grand would cover those,
25 and that is based on our experience in these other

1 matters.

2 So in our view, chopping this off and handing
3 it out to plaintiffs at, you know, 10 or 20 dollars
4 each, or whatever it would be, is not near the value
5 we're providing by this product and, obviously, AAU
6 committing to change the way it handles --

7 (Overlapping speakers.)

8 THE COURT: What happens when somebody really
9 cannot document -- they can't document the miles? I
10 don't know what that means. They can't document the
11 phone calls? They can't document the number of hours on
12 the phone? They can't -- they don't necessarily have an
13 invoice? Can they send in a statement and say, Look.
14 I've got 35 dollars of whatever it is?

15 MR. SIEGEL: So the short answer is yes.

16 And we closely read the Court's -- it may not
17 appear to the Court -- but we did closely read the
18 Court's guidelines on class action settlement, and we
19 certainly appreciate the clarity that the Court seeks in
20 these settlements.

21 This is one area where we used that fairly
22 traceable language because we did want to be broader.
23 We did -- there are things that we think over time --
24 again, just based on our experience, we've captured all
25 or most of them. We've kind of seen it all, the types

1 of things I've mentioned, the ones that are by far the
2 most prominent.

3 But it's why on the claim form we have sort of
4 an "other" box. In other words, we could have said,
5 "You get reimbursed if you bought credit monitoring";
6 that would certainly provide clarity.

7 THE COURT: No. Maybe I should rephrase my
8 question.

9 I'm not concerned about the scope, necessarily,
10 of the sorts of things for which reimbursement could be
11 sought. I'm concerned about the documentation required
12 by, I guess, the administrator --

13 MR. SIEGEL: Right.

14 THE COURT: -- to prove it.

15 MR. SIEGEL: Right.

16 THE COURT: Does documentation include more
17 than invoices from the lawyers, something like that?

18 MR. SIEGEL: Nothing.

19 THE COURT: What?

20 MR. SIEGEL: No. The answer is no. It's any
21 documentation. And that's why we give what we hope are
22 broad examples, again, in the claims form.

23 And if you look -- I just -- this is the claims
24 form, Page 3, we include -- again, something typically
25 that you may not see in class settlements -- "Here are

1 the types of things that you may have that document this
2 kind of loss," again, including the catchall at the end.

3 Our goal is to be permissive with the
4 documented losses in those categories. So if it is a --

5 THE COURT: I think it's ambiguous. Here's the
6 issue: The last row on the bottom of this page, there's
7 a checkbox that says, "Other documented losses,"
8 "Provide description," and then you allow them to
9 provide a detailed description. This could be read by
10 an ordinary human being as a limitation on what can be
11 claimed; that it is limited to only those things for
12 which I have documentation for the loss, "documentation"
13 being all of the things that are above, which are
14 receipts and invoices and notices.

15 So it's not clear from this that even if you
16 don't have these things, please tell us what you've lost
17 and just describe on it a piece of paper, if that's what
18 you mean.

19 MR. SIEGEL: It's not. I mean --

20 THE COURT: Okay.

21 MR. SIEGEL: -- there is -- so this is --
22 again, this is a negotiated term that there is some
23 documentation.

24 And so the category is broad; right? I mean,
25 it can be anything that's tethered to the breach. The

1 documentation is also broad, but there needs to be some
2 documentation. A handwritten note that says, "I spent
3 \$30 on stopping my credit," I don't think that was
4 contemplated by the parties.

5 (Overlapping speakers.)

6 THE COURT: The question is -- I'm just trying
7 to be precise here.

8 MR. SIEGEL: Yes, please.

9 THE COURT: The question is what was
10 contemplated? What is the line? Is it any document
11 created but not by the claimant?

12 MR. SIEGEL: I think that's a fair
13 characterization.

14 THE COURT: -- something like that? Okay.

15 MR. SIEGEL: I think that's a fair
16 characterization.

17 THE COURT: Well, tell -- yes, tell them.

18 MR. SIEGEL: That's fine. Yes.

19 THE COURT: Yes. Whatever it is, tell them.

20 MR. SIEGEL: And that's our goal. And our goal
21 is to reimburse folks that have what we view as largely
22 incidental damages.

23 We have, again, just the experience on these
24 other cases that that's typically what it is. You will
25 see a little bump when somebody has hired a professional

1 credit restoration lawyer, something like that, and, as
2 you've fairly pointed out, it's not clear whether \$10 of
3 professional services triggers \$2,500 in cap; so we'll
4 clean that up.

5 But the point is the -- that we included is
6 that is an instance where you would see a spike.

7 THE COURT: Sure. I understand.

8 MR. SIEGEL: And that's the goal of that.

9 But, again, it does -- it is an unusual
10 situation that relies -- we're putting forth a
11 settlement that relies a little bit on our experience in
12 terms of the types of claims that are made, but even
13 more importantly than that from our perspective when you
14 talk about value, what these people affected like this
15 want, it's prospective protection and it's somebody to
16 call when there's a problem. It's really that simple in
17 terms of the things they would line up as primary wants.

18 And, again, Your Honor, from our perspective in
19 terms of contemplating the fairness of the settlement,
20 these are things we couldn't get at trial. Your Honor
21 asked, "What do you get at trial if things go your way?"
22 It's not this. We can't compel this.

23 THE COURT: No. You get money -- you can get
24 money to pay for it.

25 MR. SIEGEL: We can get money to pay for -- I

1 don't know if we can get -- I don't -- I'm not -- I
2 don't know if -- we can get damages, surely, that have
3 been incurred.

4 Whether we can compel the defendant to buy
5 credit monitoring or put money in a pot where the class
6 could go buy the credit monitoring, I'm not sure the law
7 would withstand that type of claim.

8 THE COURT: I understand.

9 MR. SIEGEL: I know defendants would vigorously
10 fight us on that one.

11 THE COURT: That's fair.

12 MR. SIEGEL: So --

13 THE COURT: But you still have to walk me
14 through that Kullar analysis.

15 MR. SIEGEL: No, I understand.

16 THE COURT: Okay.

17 MR. SIEGEL: I think if I communicated that
18 where we have focused our -- what we consider to be
19 value, that's what I wanted to do --

20 THE COURT: That's fair.

21 MR. SIEGEL: -- understanding that we need to
22 do a better job on articulating that to the Court as
23 part of our next round here.

24 THE COURT: And you're also truly speaking to
25 the absent class member. So at least, theoretically,

1 they're going to read this transcript. They're going to
2 see all the papers you filed. And they, too, need to
3 understand the theory behind it. So this is very
4 helpful.

5 MR. SIEGEL: Good.

6 Is there anything --

7 THE COURT: No.

8 MR. SIEGEL: -- from a big picture I can
9 answer?

10 THE COURT: No.

11 MR. SIEGEL: Okay. Well, thank you for the
12 time to walk through that.

13 THE COURT: I found it extremely helpful.

14 If you can get me a copy of the transcript at
15 some point so that I, too, will have the same
16 institutional memory you have now of our discussion
17 today, that will be helpful.

18 And we'll look forward to your papers on the
19 20th of October. If you're not ready on the 20th to
20 file them, please contact the clerk and give him a
21 status update, you know, "We'll be coming in on the 22nd
22 of October," or something like that, assuming that it's
23 just a brief delay.

24 If it's more than a brief delay, could you
25 arrange a conference call with me so I can just be kept

1 up to speed on where you are or what the deals are?

2 I say that because I think 30 days is probably
3 about right, and so I set down the 20th of October for
4 the new papers.

5 Every now and then if you go through the
6 details and you look at the agreement and you look at
7 the settlement agreement, you could conclude that some
8 wording in the settlement agreement needs to be changed;
9 for example, the releases or something else of that
10 nature. In which case you need to get clients to
11 participate in the process, and sometimes that takes
12 more than just a couple of days depending on how busy
13 they are.

14 So thank you so much. It's nice to see
15 everybody, and I'll see you next time.

16 MR. SIEGEL: Thank you, Your Honor.

17 MR. MICHALOWSKI: Your Honor, just one
18 question.

19 THE COURT: We have no future hearing date. We
20 have a future filing date of October 20th.

21 MR. MICHALOWSKI: Just one question,
22 Your Honor?

23 THE COURT: Of course.

24 MR. MICHALOWSKI: First of all, thank you for
25 laying out all these concerns so clearly. I think I

1 understand all of them except for one, which was you
2 mentioned the binary nature of the caps and the concern
3 about a small expenditure for professional services.

4 Could you restate --

5 THE COURT: You are unclear as to what I was
6 getting at?

7 MR. MICHALOWSKI: Yes.

8 THE COURT: Okay. As I understand it, there
9 are two caps for an individual, and only one of them
10 will apply to any given person. They will either have a
11 cap of a thousand dollars or they will have a cap of
12 \$2,500.

13 The difference is somebody will have an invoice
14 or other documentation from a professional, such as an
15 accountant or a lawyer. The question I had was, suppose
16 the invoice from the lawyer is \$4. Does that then kick
17 them up to the cap of \$2,500 as opposed to 1,000?

18 MR. MICHALOWSKI: I see.

19 THE COURT: That's the issue.

20 MR. MICHALOWSKI: Thank you, Your Honor.

21 MR. SIEGEL: Understood.

22 (Whereupon, at the hour of 3:32 p.m., the
23 hearing was concluded.)

24

25

| | | | | |
|----------------------------|---------------------------|----------------------------|---------------------------|----------------------------|
| catchall 39:2 | 20:19 21:15 27:5 | companies 6:11 | contempt 9:24 10:2 | 40:11 |
| categories 39:4 | 38:22,23 41:12 | 12:12 | 10:4 | credit 5:25 7:13 |
| category 39:24 | clarity 37:19 38:6 | company 12:20,21 | context 19:10 | 12:2,6 18:22,25 |
| caught 28:9 31:11 | class 1:18 4:6,25 | compel 41:22 42:4 | contractual 10:22 | 19:7 26:20 30:11 |
| cause 46:8,15 | 6:19,20 7:18 8:3 | compensated 8:16 | contrary 15:4 | 30:11,20 31:8,11 |
| CCP 3:17 16:24 | 8:21,22 9:12 | compensation 8:9 | convenient 3:12 | 31:13,15 32:6,9 |
| center 35:1,8,8 | 12:15 14:2,4 15:2 | complains 10:16 | copious 26:8 | 32:14 33:17 34:17 |
| centers 35:11 | 22:13,17,19 23:11 | complaint 7:7 | copy 43:14 | 36:16 38:5 40:3 |
| central 17:1,19 | 24:12,13,14,15,15 | 14:18 21:16 | corner 23:18 | 41:1 42:5,6 |
| certain 13:10 | 24:20 25:7 27:9 | complaints 35:8 | correct 4:7 46:10 | crosscheck 5:18 |
| certainly 3:15 | 28:13,18,19 30:9 | comply 3:16 | correctly 12:7,8 | crosschecked 15:9 |
| 26:23 37:19 38:6 | 32:22,22 33:18 | component 28:4,5 | cost 6:6 32:1 | CROSS-ACTION |
| certification 17:10 | 34:24 35:14,20 | compromised | costs 8:25 16:7,13 | 1:14 |
| Certified 46:4 | 36:13 37:18 38:25 | 24:11 | 22:25 32:14 | CSR 1:22 46:4,20 |
| certify 46:7,12 | 42:5,25 | computer-aided | counsel 9:2 16:22 | currently 16:6 |
| CGC-16-551952 | class-wide 32:24 | 46:9 | 18:1 25:20 26:12 | 21:20 |
| 1:9 | clause 21:7 22:5 | concept 28:3 | 27:25 34:11 46:12 | Curtis 1:3 3:5 |
| challenge 27:17 | clean 41:4 | concern 29:21,23 | counsel's 23:11 | cy-près 15:21,25 |
| change 22:20 37:6 | clear 15:22 18:17 | 45:2 | country 30:15 | |
| changed 44:8 | 20:9 39:15 41:2 | concerned 11:22 | County 1:2 46:2,6 | D |
| characterization | clearinghouse 36:7 | 24:9 27:3 32:7 | couple 44:12 | D 3:3 |
| 40:13,16 | clearly 44:25 | 38:9,11 | course 25:17 26:8 | daily 30:10 |
| charge 27:18 29:11 | clerk 3:4,9 43:20 | concerns 44:25 | 33:2 44:23 | damages 8:4,10,13 |
| chc@girardgibbs... | clients 33:7 34:22 | conclude 35:21 | court 1:1 3:4,8,10 | 8:14 40:22 42:2 |
| 2:13 | 34:23,24,25 44:10 | 44:7 | 3:11 4:11,14,17 | dark 27:2 |
| cheaper 33:3 | clobbered 7:6 | concluded 45:23 | 4:20 9:23 13:13 | data 26:13,16,18,18 |
| check 24:8,10 | close 4:9,13 14:9 | conclusion 18:5 | 13:14,22 14:13 | 26:22 27:24 28:21 |
| checkbox 39:7 | 19:8 20:21 21:9 | conference 43:25 | 21:23 23:4,5,6 | 29:1,4 32:19 |
| Checks 20:19 | 22:13 23:12,14 | confirm 30:6 | 25:23,25 26:1,6,9 | 33:19 |
| choice 19:13 | 24:19 | conjunction 13:19 | 26:11,21 29:13,16 | date 18:23 23:18 |
| chopping 37:2 | closely 37:16,17 | CONNAUGHTON | 30:21 31:16,21 | 25:13,14 26:5 |
| City 2:6 | closer 4:18 31:3 | 2:16 | 33:6,12 34:19 | 44:19,20 |
| claim 7:13,14 9:25 | 33:8 | connection 13:22 | 35:4 37:8,17,19 | Dated 46:16 |
| 11:17,20 14:11,13 | colleague 30:24 | CONNOLLY 2:10 | 38:7,14,16,19 | day 30:14 |
| 18:15 19:7,11,19 | colleagues 26:17 | consciousness | 39:5,20 40:6,9,14 | days 5:10 7:5,11 |
| 19:24 23:17 24:19 | come 3:7 13:13 | 26:24 | 40:17,19 41:7,23 | 26:5 44:2,12 |
| 25:1 27:23 33:13 | 21:15 23:6 29:6 | consequence 8:11 | 42:8,11,13,16,20 | deadline 5:6,8 7:4 |
| 38:3 42:7 | 33:4 | consider 23:6 42:18 | 42:22,24 43:7,10 | 7:11 11:17,19,20 |
| claimant 40:11 | coming 15:1,4 | consumer-friendly | 43:13 44:19,23 | 11:21 16:4 18:24 |
| claimed 5:7 39:11 | 43:21 | 7:24 | 45:5,8,19 46:6 | 23:18 |
| claiming 16:8 | comma 20:15 | contact 24:21 25:15 | Court's 26:3 37:16 | deal 25:9 |
| claims 5:6 7:3,10 | comments 26:4 | 32:4 43:20 | 37:18 | Dealing 12:12 |
| 7:17 9:16 11:16 | committing 37:6 | contemplated 40:4 | cover 36:24 | deals 44:1 |
| 11:18 12:24 13:4 | common 15:1,4,8 | 40:10 | covered 31:14 | decide 10:17 34:1 |
| 13:14 14:8,16 | communicated | contemplating | co-lead 27:25 | deciding 6:20,21 |
| 16:3 18:14 19:5 | 42:17 | 41:19 | created 27:22 | declaration 16:22 |

| | | | | |
|---|---|--|--|--|
| 16:22 18:4 36:24 declarations 3:16 3:20,21 6:2 16:21 defendant 1:12 4:5 5:4,11 6:6,10 10:9 10:14,15,17,24 12:21 15:21 18:25 19:3 31:16,18 42:4 defendants 2:15 8:2 13:19 42:9 definition 24:13,14 24:15 delay 43:23,24 deliver 28:19 32:21 34:9 35:20 36:13 delivering 32:24 demand 12:9 DENA 2:10 denied 3:14 12:4 deny 23:5 Department 1:4 3:4 depending 44:12 depends 5:5 Depot 27:24 28:12 29:2 describe 39:17 described 15:1 describing 21:7 description 39:8,9 detailed 8:7 9:24 39:9 details 44:6 developed 29:20 30:3 34:10,10 device 32:22 Diego 2:18 difference 45:13 different 21:12,17 31:4 difficult 4:21 7:22 difficulties 5:20 discounted 17:15 discover 17:21 discovery 17:22 | discussion 8:6 43:16 disfavored 15:17 disinterested 46:8 dispute 8:20 27:16 District 29:5 divide 4:25 document 37:9,9 37:10,11 39:1 40:10 documentation 8:12,17 18:16 38:11,16,21 39:12 39:12,23 40:1,2 45:14 documented 39:4,7 documents 13:18 25:9 26:7 doing 16:19 21:3 30:1 dollar 28:6 32:15 dollars 31:24 37:3 37:14 45:11 domestic 35:1,11 dot 23:14,14,14 double-check 5:17 duties 14:3 duty 14:5 d/b/a 1:10 | 24:1,4 emails 4:6,8 embroiled 8:19 employer 32:3 encouraged 35:10 ended 27:4 ends 22:23 enforce 10:23 enforceable 9:23 10:13 enforcement 10:2 enforcing 10:4 English 13:1 enhancement 23:1 enroll 7:12 12:2 33:13 entire 28:8 Equifax 30:13 32:13 erroneous 27:17 estimate 4:10 evaluate 17:13 evaluation 9:6 10:10 18:8,10 event 11:22 36:1 events 5:5 8:14 everybody 25:5 44:15 evidence 3:18 17:24 18:6,10 exact 29:20 exactly 10:14 11:8 13:21 18:20 32:23 example 5:24 7:10 8:18 27:15 30:4 44:9 examples 8:3 38:22 exclude 19:17 22:11 25:8 exercising 22:9 Exhibit 19:5 23:17 30:10 expanded 29:25 expect 6:15 8:8 25:14 expenditure 45:3 | expense 27:12 33:4 36:3 expenses 8:24 Experian 29:15,16 30:4,6 31:11 34:10,18 experience 9:3 26:13,14 27:11,16 27:18 28:1 35:18 36:21,25 37:24 40:23 41:11 experts 32:10 explain 17:15 explaining 20:13 explanation 13:1 exposed 28:24 extend 14:4,4 extent 5:7 6:22 extremely 9:24 43:13 E.A 1:3 | 22:25 fiduciary 14:3,5 fight 42:10 figure 6:18 7:6,9 13:2 15:11,12,18 17:1 18:11,12 24:24 25:10,12 28:6 file 18:15 21:1 25:16,17 36:9 43:20 filed 18:14 25:13 43:2 filing 32:8 44:20 final 14:23 16:20 find 22:6 fine 19:14 40:18 first 3:16 5:6 11:3 11:13 12:2 15:10 20:6 21:6 22:5,12 23:16 25:20 26:16 26:22 28:13 29:25 31:12 44:24 fix 15:20 flat 36:4 Floor 2:17 focused 35:10 42:18 foisted 12:22 folks 28:17 29:10 35:20 40:21 following 21:3 force 33:17 foregoing 46:7,13 form 16:12 19:5 26:15 38:3,22,24 forth 24:23 41:10 forward 27:7 35:18 43:18 found 11:14 43:13 Francisco 1:2 2:12 3:5 46:6 frauds 27:12 fraudster 32:4 fraudulent 29:11 free 4:17 |
| | E | | F | |

full 28:20 34:17
function 33:19
fund 15:1,4,8
fundamental 9:8
further 46:12
future 28:3 44:19
 44:20

G

G 3:3
generally 7:17
 27:10 30:23
generated 13:18
genuinely 27:3
getting 31:19 45:6
Gibbs 2:9 26:17
Girard 2:9 26:17
give 6:10 8:3 14:22
 15:21,24 38:21
 43:20
given 45:10
glad 3:10
go 4:2,14 11:2 24:5
 25:3,9 30:18 31:8
 32:5 33:22 36:9
 41:21 42:6 44:5
goal 39:3 40:20,20
 41:8
goes 5:9 8:20,23
 31:9
going 3:11 4:1 5:19
 6:5 10:22 14:15
 15:6 16:8,25 25:3
 27:7 30:19,19
 32:25 33:4 35:15
 43:1,1
good 13:1 28:20
 29:17,19 43:5
grand 36:24
grant 5:16
great 4:20 9:2
GRILLE 2:11
guarantee 35:16
guess 18:18 38:12
guidelines 37:18

H

handing 37:2
handle 15:16
handled 12:24
handles 37:6
handwritten 40:2
hanging 20:22
HANSON 2:3
happen 6:17,23
happened 17:24
happens 13:12,15
 27:17 36:5 37:8
harm 21:8 28:3,17
hear 25:17 32:2
 34:22 35:1
heard 27:9
hearing 28:2 34:11
 44:19 45:23
help 34:13 36:1,10
helpful 3:24 43:4
 43:13,17
hired 40:25
home 27:24 28:12
 29:2 31:3
Honor 4:16 25:21
 28:5 36:14 41:18
 41:20 44:16,17,22
 45:20
Honorable 1:3 3:5
hope 38:21
hopefully 25:5
hoping 36:12
hour 45:22
hours 37:11
human 39:10
hundred 4:9,13
 31:23

I

ID 8:23
ideas 25:19
identity 29:10 32:8
 34:14
important 17:4
 23:7 28:4,10,15
 28:22 31:20,25

importantly 25:6
 41:13
impossible 4:23
 5:16 11:25
improved 29:1,1,2
 35:7
improvement 34:8
improving 35:12
incident 21:9
incidental 40:22
include 14:8 38:16
 38:24
included 28:14
 41:5
including 11:18
 16:21 22:25 35:23
 39:2
incurred 9:17
 17:23 42:3
incurring 8:25
independent 18:8,9
indicating 23:19
individual 13:7
 34:23,25 45:9
individuals 32:24
inform 7:1
information 19:12
 27:1,1 30:18 32:2
 32:3 33:16 35:7
informs 9:10
inhibit 22:9
initial 3:14 7:10
 11:17,20
injunction 9:22,22
 9:23 10:3,8,20
 13:20
injunctive 9:21
 13:16
insert 20:14
instance 41:6
instances 27:20
INSTITUTE 1:10
institutional 43:16
insurance 12:5,10
 12:12,14,19,20
interested 46:14

Internet 32:5
investigation 17:22
invoice 37:13 45:13
 45:16
invoices 38:17
 39:14
involve 5:25
involved 26:16 29:3
 30:25
involving 26:19
IRS 36:8
issue 10:18 18:3
 39:6 45:19
issues 3:12 4:3 5:13
 25:2,7 26:6
iteration 3:25
iterative 34:8
i.e 18:25 24:19

J

JAMS 13:11
JEFFREY 2:16
jmichalowski@p...
 2:19
job 17:1 42:22
join 14:13
joinder 14:12
JONES 1:6
Judge 1:3 3:6 29:4
justified 7:15,15
 15:5,7,7

K

Kansas 2:6 31:3
Karnow 1:3 3:6
kept 43:25
key 32:10
kick 18:25 19:1
 45:16
kind 19:25 24:16
 30:17 32:18 37:25
 39:2
kinds 20:4 26:25
 27:13 29:23
know 5:3,6,11,15
 6:5,17 7:22,25 8:8

10:13 11:24 12:11
 12:12 13:6,14
 15:11,13 16:4,7,8
 16:14,18 17:6,19
 19:15 20:1 24:3
 24:20,23 25:10
 29:9,12 37:3,10
 42:1,2,9 43:21
Koh 29:4
Kullar 9:9 16:25
 17:6 42:14

L

language 37:22
large 26:22
largely 40:21
larger 23:4
latest 32:13
law 2:4,5,10,11,17
 42:6
laws 3:20
lawyer 21:21 41:1
 45:15,16
lawyers 28:2 38:17
laying 44:25
leave 5:12 21:25
 22:2 31:18
leaves 20:22
leaving 9:24
led 26:14
left 15:24
left-hand 23:18
legal 1:24 30:2
legitimate 24:24
length 7:4
let's 5:24 8:18 10:5
limitation 39:10
limited 14:16 39:11
line 11:15 40:10
 41:17
list 24:22
litigated 26:23
litigation 8:25
 26:21
little 3:23 22:21
 33:15 40:25 41:11

LLP 2:16
loan 30:18,19
lodestar 5:18 15:9
long 6:14 7:1 21:18
longer 28:21
look 10:11 12:1
 14:6 30:10,21
 32:5,14 37:13
 38:23 43:18 44:6
 44:6
looked 28:6
looking 7:16 19:5
 30:9
loss 39:2,12
losses 17:22,25
 20:19 39:4,7
lost 39:16
lot 36:6
lots 31:1,4
luck 36:5

M

Magna 1:24
mail 4:11,12
mailed 20:20
mailing 20:20,25
major 30:13 31:12
making 10:9 12:9
 15:22
MARIN 46:2
marked 24:1
matter 3:14 14:25
matters 6:19 37:1
MATTHEW 1:6
maximum 11:4,6
 15:14 17:7,20
 18:11
mean 7:21 11:9
 13:23 14:18 18:16
 19:14 20:25 21:11
 39:18,19,24
meaningful 11:12
meaningless 10:10
means 5:13 7:25
 12:3,7 13:21
 14:14 20:22 24:3

24:21 26:25 37:10
mechanism 27:22
meeting 35:14
member 8:21,22
 9:12 22:13,17,19
 25:7 42:25
members 4:6,25
 6:19,20 7:19 14:4
 27:9 28:13,19
memorandum 7:23
memory 43:16
mention 26:13 34:7
mentioned 27:15
 38:1 45:2
merchandise 8:21
merchant 27:16
MICHALOWSKI
 2:16
MICHALOWSKI
 4:8,12 44:17,21
 44:24 45:7,18,20
microphone 4:18
miles 37:9
million 33:8
millions 26:19 27:8
 27:9,10 34:24
mind 25:24 33:21
 36:22
minimum 7:17
Minnesota 26:22
minute 5:15 7:16
minutes 20:4 26:11
misleading 21:5
Missouri 2:6 31:3
mistake 33:12
mix 10:25
modified 21:14
money 6:12 15:23
 32:15,25 41:23,24
 41:25 42:5
monitor 30:16 31:8
monitoring 7:13
 12:2,6 18:22,25
 19:8 27:7 28:3,5
 28:11,12,24,25
 29:7 30:11 33:17

34:17 36:18 38:5
 42:5,6
month 6:17 32:21
months 18:22
MOORE 2:4
moore@stuevesi...
 2:7
mortgage 31:9
motion 3:14,24 4:3
 23:11,14 25:6,13
 25:15
move 35:18
multiple 34:25
multiply 33:9

N

N 2:1 3:3
name 29:12 30:19
 31:9
named 46:14,15
nature 44:10 45:2
navigate 34:13 36:1
 36:11
near 37:4
nearly 27:19
necessarily 37:12
 38:9
necessary 7:17
 23:10
need 6:7 13:6 14:24
 15:2,10 16:8,18
 17:6,6,19 18:7,9
 22:6,20 24:23,24
 25:3 30:24 33:16
 42:21 43:2 44:10
needed 23:12
needs 17:15 35:14
 40:1 44:8
negotiate 33:1
negotiated 39:22
never 3:21 8:22
 20:23
new 25:6,13 34:21
 34:21 44:4
nice 10:24 44:14
Nichols 2:5

Ninth 2:17
normally 6:15
NORMAN 2:3
Northern 29:5
note 40:2
notes 26:8
notice 8:3,7 11:24
 13:3 14:6 16:10
 16:12 18:21 20:2
 21:4,10,13 22:15
 22:18 24:11,12
 30:10 34:5
notices 4:14 39:14
notification 24:17
notified 12:16
number 4:25 6:7
 9:8 16:18 17:12
 17:13,14 33:24
 34:3,23,25 37:11
numbers 26:20
 32:7

O

O 3:3
object 20:9,12
 22:11 23:2,8 25:8
objection 20:2,11
 23:11
objections 20:4,5,7
obligation 10:22
 19:4
obviously 6:19
 14:25 16:18 37:5
October 43:19,22
 44:3,20
offer 28:13
offerings 30:21
okay 25:24 34:12
 39:20 40:14 42:16
 43:11 45:8
once 36:2
ones 8:15,15 19:23
 38:1
oOo 1:5 3:2
open 8:6 25:19
 32:12

opinion 35:22
opportunity 9:25
 30:5
opposed 23:21
 28:21 35:20 45:17
opt 6:5,8,20 7:2
 19:19,25 22:10,14
 22:20
opting 6:20
order 3:7 9:23 19:7
 23:4
ordinary 25:17
 39:10
orient 26:11
outcome 46:14
outlined 29:14
out-of-pocket
 20:19 27:12 36:3
Overlapping 33:11
 37:7 40:5
overseeing 29:4

P

P 2:1,1,16 3:3
page 19:6 20:18
 22:4,12 23:9 24:5
 38:24 39:6
PAGOAGA 1:6
paid 16:3
paper 18:14 24:16
 39:17
papers 5:22 6:14
 9:10 16:15 17:18
 18:2,18 29:15
 30:9 32:20 43:2
 43:18 44:4
paragraph 7:20 9:7
 11:2,3,4,15 13:18
 13:25 14:1,6,7,8
 18:3 20:18 21:6,6
 21:21 22:4,4,12
 23:9,10,12,16
 30:10 34:5 36:23
part 11:1 12:6
 15:10,18 20:6,16
 24:14 33:21 42:23

| | | | | |
|-----------------------------|-----------------------------|----------------------------|----------------------------|----------------------------|
| participate 44:11 | phishing 31:2 | PRELIMINARY | 32:19 34:3 41:15 | raised 26:6 28:16 |
| particularly 28:22 | phone 35:2,25 36:8 | 1:18 | prove 38:14 | 36:14 |
| parties 11:9 12:24 | 37:11,12 | prerequisite 12:9 | provide 20:21,23 | range 18:13 23:1 |
| 13:12,23 14:18 | phrased 21:4 | 12:16 | 29:13 30:16 33:16 | 32:20 |
| 17:15 40:4 46:13 | phrasing 22:20 | prerequisites 11:14 | 33:24 36:7,19 | reached 11:5,7 |
| parts 3:16 21:4 | pick 35:2,25 | 11:19,23 12:1 | 38:6 39:8,9 | 26:24 |
| party 12:23 | picked 13:8 | 13:8 | provided 6:1,9 7:9 | read 3:19,21 9:19 |
| path 26:15 | picture 43:8 | present 5:19 | 11:12 12:5 18:24 | 12:7,8 16:15 |
| PATRICIA 1:22 | piece 24:16 39:17 | presiding 1:3 3:6 | 34:18 | 24:14 30:12 37:16 |
| 46:4,20 | place 6:13 18:2 | presumably 13:22 | providers 35:11 | 37:17 39:9 43:1 |
| PAUL 2:16 | placed 23:15 | pretty 4:9 | provides 31:7 36:7 | reading 11:24 |
| pay 14:1 30:5 41:24 | places 30:9 | previously 22:15 | providing 37:5 | 22:16 |
| 41:25 | plain 13:1 | primarily 15:7 | provision 5:25 7:24 | reads 11:9 19:18 |
| payable 11:4 | plaintiff 10:16 17:9 | primary 28:7 41:17 | 27:6 28:14 | 20:11 |
| paying 31:16 32:19 | 17:21 | private 19:12 | provisional 22:1 | ready 25:18 43:19 |
| payments 11:8 | plaintiffs 1:8 2:2 | Pro 46:5 | provisions 7:2 | real 26:22 |
| PDFs 18:19 | 8:2 16:7,13 17:20 | probably 16:10 | public 26:24 | realistic 8:25 9:1 |
| penalty 3:20 | 17:25 25:20 26:8 | 35:17 44:2 | pull 4:18 | really 10:25 11:11 |
| people 6:8 7:1,6 8:4 | 26:12 34:11 35:9 | problem 12:19,20 | purchased 8:22,23 | 28:13,22 30:1 |
| 8:8,14 14:21 | 37:3 | 15:18 24:25 29:8 | purpose 13:20 | 35:10 36:21 37:8 |
| 18:15,18 19:11,15 | plaintiff's 9:2 18:1 | 30:14 34:4,14 | purposes 17:16 | 41:16 |
| 22:16 23:7,23 | planet 13:9 | 41:16 | put 25:14 32:9,14 | reason 3:15 5:14 |
| 27:2,5,10 28:15 | please 3:7,9 39:16 | proceedings 1:16 | 42:5 | 31:6 |
| 32:2 33:13,17,25 | 40:8 43:20 | 46:7,11,13 | putting 19:11 41:10 | reasonable 7:10 |
| 41:14 | PLEVIN 2:16 | process 7:14,14 | p.m 3:1 | 20:6 |
| percent 4:9,10,13 | podium 25:22 26:2 | 13:2 27:22 28:20 | | reasons 5:14 19:14 |
| percentage 15:8 | point 4:22 10:11 | 36:11 44:11 | Q | receipts 39:14 |
| perception 6:22 | 19:9 41:5 43:15 | product 28:11,24 | qualifications 13:5 | receive 9:12 19:7 |
| perfect 35:15 | pointed 41:2 | 29:7,14,20,22 | 13:6,10 | 24:10 |
| performance 13:19 | points 7:23 | 30:4,7 31:6,14 | query 6:6 9:16 | received 4:10 23:21 |
| period 5:10 6:3,25 | policies 10:9 | 33:21 34:10,18 | question 7:12 9:9 | 34:19 |
| 10:5,6 19:21 | policy 12:5,10,15 | 35:13,22 36:19 | 19:10 24:6 25:11 | recipient 15:21 |
| 20:21 22:24 30:2 | population's 29:22 | 37:5 | 28:16 29:18 31:19 | recommendation |
| perjury 3:20 | possibly 7:19 15:14 | products 28:25 | 31:20 33:15 35:5 | 25:12 |
| permanently 15:22 | 17:13 | 29:24 30:3 31:5 | 38:8 40:6,9 44:18 | record 3:13 4:2 |
| permissive 39:3 | posted 24:1 | 33:23 34:8 | 44:21 45:15 | 25:4,4 26:9 |
| perpetrated 27:13 | postmarked 23:19 | professional 9:17 | questions 4:1 | recovery 15:8 17:8 |
| person 5:1 6:2,4,15 | 23:21 | 9:18 40:25 41:3 | quite 13:23 | 17:11 |
| 13:5,7,8,9,11,13 | pot 42:5 | 45:3,14 | quote 8:4 14:8,10 | refer 3:13 20:3 |
| 24:25 29:9 45:10 | potential 28:17 | program 34:20 | 19:6,8 20:15,18 | referee 13:4,14 |
| 46:9 | practice 28:2 | prominent 38:2 | 20:21 21:8,9 22:5 | referenced 36:23 |
| personal 26:25 | precise 9:24 40:7 | promise 10:8 | 22:13,14 23:10,12 | reimbursable |
| personally 34:2 | preclaims 23:17 | proper 5:23 | 23:13,14 24:18,19 | 27:14 |
| perspective 26:11 | preference 25:22 | propose 23:17 | | reimburse 40:21 |
| 28:18 31:20,25 | prejudice 3:15 | prospective 41:15 | R | reimbursed 36:20 |
| 36:11 41:13,18 | preliminarily 17:3 | protection 30:17 | R 2:1 3:3 | 38:5 |

| | | | | |
|---|--|--|---|--|
| reimbursement 11:11,25 12:5 32:17 38:10 | respect 5:21 9:5,6 9:11 10:9 11:10 13:4,16,24 14:20 17:19 19:4,17 | seated 3:7,9 4:17 | 14:2 15:11,19,23 16:16 17:2,4,16 18:13 19:2,3,6,20 20:5,12,12,14,15 20:20 21:11,13,14 22:13,16,19,24 23:4,5 24:22 26:15,18 27:4,5 28:6,13,19 33:18 37:18 41:11,19 44:7,8 | slightly 35:17 small 45:3 Social 32:7 33:24 34:2 sold 27:2 solve 24:25 somebody 8:23 12:22 13:11 24:12 30:18 31:8 32:8 32:18 35:3,25 36:4,10 37:8 40:25 41:15 45:13 |
| reimbursements 11:5 | restate 45:4 | secondary 28:10 | settlements 15:17 15:17 37:20 38:25 | sorry 9:5 11:16 |
| relate 21:15 | restoration 34:4 41:1 | secondly 5:8 15:9 | seventh 11:15 | sort 31:12 38:3 |
| related 1:14 21:8 | result 6:23 8:18 27:13 36:3 | section 3:17,19 16:24 | sg@girardgibbs.... 2:14 | sorts 8:3,10,14 9:3 38:10 |
| release 14:14 21:7 21:7,9,10,13 | return 13:17 29:11 | secure 17:20 | SHARP 2:10 | sought 12:4 32:18 38:11 |
| releases 13:25 14:7 14:16 44:9 | returns 32:9 36:9 | secured 12:17 17:11 | shockingly 12:11 | space 33:19 |
| relief 9:21 11:12 13:16 28:8,8 29:10 32:23 | reversionary 5:2 15:15,16,17 | security 8:11,19 17:23 21:8 32:7 33:24 34:2 | short 30:2 37:15 | speakers 33:11 37:7 40:5 |
| relies 41:10,11 | review 23:14 | see 9:22 10:2,3 38:25 40:25 41:6 43:2 44:14,15 45:18 | Shorthand 46:5 | speaking 27:10 42:24 |
| reluctant 33:25 | right 3:8,10 4:15 6:17 15:14 16:17 19:22,25 21:3,5 21:20 24:20 28:17 33:14 38:13,15 39:24 44:3 | seeking 16:14 | side 26:8 32:16 | specifically 20:3 30:25 |
| remain 3:9 4:17 | rights 22:10 | seeks 37:19 | Siegel 2:3,3 4:16,19 18:4 25:21,24 26:2 29:14,18 30:23 31:18,23 33:7,14 34:21 35:6 37:15 38:13 38:15,18,20 39:19 39:21 40:8,12,15 40:18,20 41:8,25 42:9,12,15,17,21 43:5,8,11 44:16 45:21 | speed 44:1 |
| Remember 18:7 | risk 34:2 | seen 33:18 37:25 | siegel@stuevesie... 2:7 | spend 3:23 5:4 |
| reminded 30:24 | Road 2:5 | sees 6:16 | sign 6:21 19:16 32:6 33:17,22,23 34:12,17 35:24 | spending 32:25 |
| renewed 10:9 | robust 28:10,23 | seller 8:21 | significant 27:11 | spent 5:11 40:2 |
| repeat 9:6 | role 35:9 | send 37:13 | signing 10:4 | spike 41:6 |
| rephrase 38:7 | room 14:22 | sense 13:5 | similar 31:2 | split 20:3 |
| report 31:11,15 | ROSINSKI 1:22 46:4,20 | sent 22:19 32:3 | SIMON 2:11 | ss 46:1 |
| reported 1:22 46:8 | round 42:23 | sentence 18:5 19:18 20:18 22:5,6,12 22:23 23:3,13 | simple 7:18 41:16 | stage 31:4 |
| reporter 3:11 26:9 46:5,5 | row 39:6 | separate 30:14 | situated 1:7 | stake 19:12 |
| REPORTER'S 1:16 | rules 14:12 | September 1:19 3:1 46:16 | situation 41:10 | start 29:12 |
| reporting 30:11,13 30:20 31:13 32:6 | run 30:19 31:10 | series 3:11 4:1 6:9 | | started 30:1 |
| reports 5:25 | | serious 14:21 | | starts 22:5 23:3 |
| represent 21:24 22:8 | | service 12:3 19:1 34:5 36:7 | | state 1:1 3:21 31:3 46:1,5 |
| representation 22:2 | | services 1:24 5:24 6:9,21 7:13 9:17 9:18 12:6 18:22 19:8 41:3 45:3 | | statement 37:13 |
| representative 14:2 | | session 3:5 | | States 35:3 |
| represented 14:3 | | set 25:9 26:5 44:3 | | status 43:21 |
| representing 35:9 | | Setting 10:7 | | stealing 32:8 |
| requests 11:10 | | settlement 1:18 4:22 5:15,19 6:4 7:20 9:7 11:1,2,12 12:18 13:17,25 | | STEPHENS 1:10 |
| required 38:11 | | | | stolen 26:20 29:11 |
| requires 3:19 | | | | stop 32:9,14 |
| research 18:10 | | | | |
| resettlement 5:3 | | | | |
| resolution 12:23 | | | | |
| resolved 36:2 | | | | |
| resources 34:13 | | | | |
| | S | | | |
| | S 2:1,11 3:3 | | | |
| | San 1:2 2:12,18 3:5 46:6 | | | |
| | saying 8:21 15:25 16:1 | | | |
| | says 8:22 11:3 13:18 24:10,18 39:7 40:2 | | | |
| | scope 21:9,10,12,19 38:9 | | | |
| | screen 36:4 | | | |

| | | | | |
|----------------------------|-----------------------------|----------------------------|----------------------------|----------------------------|
| stopping 40:3 | 28:1 34:9 | 35:12,13,14 37:23 | two 3:16 5:21 6:18 | 33:7 36:12,12 |
| Street 2:12 | tax 29:11 32:9 36:9 | 39:5 40:3,12,15 | 8:20 15:6 16:4 | 37:4 41:14 42:19 |
| structured 22:17 | technical 3:15 | 42:17 44:2,25 | 20:4 24:8 30:22 | valued 10:25 |
| 27:6 | technically 5:2 10:7 | thinking 25:7 36:24 | 32:6,10 45:9 | variety 9:21 |
| STUEVE 2:3 | tell 10:20 11:13 | thought 14:22 | two-year 6:3 | various 7:2 |
| submitted 23:25 | 13:23 14:19 17:7 | thousand 31:24 | type 29:2,21 32:15 | versus 9:12 32:24 |
| 24:1,2,4 | 17:25 23:1,7 | 45:11 | 32:23 42:7 | vetted 31:4 |
| suffer 8:14 | 25:16 32:10 39:16 | thousands 34:25 | types 37:25 39:1 | view 28:7,9,10 33:8 |
| suffered 18:1 | 40:17,17,19 | three 16:4 19:1 | 41:12 | 37:2 40:21 |
| suggest 7:5,5,24 | tells 6:14 36:9 | 26:7,19 30:2,11 | typically 14:16 | views 23:6 |
| 22:7 | Tempore 46:6 | 30:13,15,20 31:13 | 32:1,4 36:2 38:24 | vigorously 42:9 |
| suggested 20:17 | tends 20:2 22:9 | 35:20 | 40:24 | Virtually 4:8 |
| 21:15 | tens 34:24 | three-year 10:5 | | volunteer 19:15 |
| suggestions 25:19 | term 10:19 39:22 | throwing 10:25 | U | vs 1:9 |
| suggests 11:6 18:21 | terms 12:10 20:2 | time 3:23 5:10 6:25 | unclear 5:12 24:2 | |
| 19:22 | 26:24 30:2 33:4 | 8:24 19:4 27:8 | 45:5 | W |
| Suite 2:5,12 | 35:19 36:3 41:12 | 28:21 29:25 37:23 | underneath 21:6 | wait 6:15 |
| SULLIVAN 2:16 | 41:17,19 | 43:12 44:15 | understand 4:21,23 | waiting 28:21 |
| Superior 1:1 3:4 | test 15:10 | timelines 7:9 | 5:9 10:1 13:7 24:3 | walk 42:13 43:12 |
| 46:6 | tethered 39:25 | times 33:9,9 36:15 | 26:1 35:4 41:7 | want 7:8,17 8:7 |
| suppose 8:1 45:15 | thank 4:19 23:20 | today 3:24 31:22 | 42:8,15 43:3 45:1 | 11:2 14:14,22 |
| supposed 10:15 | 25:21 43:11 44:14 | 35:19 43:17 | 45:8 | 19:20 20:8 23:2,8 |
| sure 9:20 10:24 | 44:16,24 45:20 | told 22:15 | understandably | 24:21 25:6 35:1,2 |
| 11:8 13:21 16:17 | theft 34:14 | tool 16:1 | 33:25 | 37:22 41:15 |
| 18:20 19:14 20:22 | theoretically 42:25 | Top 23:18 | understanding 4:5 | wanted 32:16 34:7 |
| 21:2 32:16 41:7 | theory 43:3 | totally 24:24 | 42:21 | 42:19 |
| 42:6 | thing 9:13 10:24 | traceable 7:21 8:5 | Understood 45:21 | wants 17:9 41:17 |
| surely 13:22 42:2 | 17:4 21:3,20 23:7 | 37:22 | United 35:3 | watching 31:10 |
| susceptible 8:17 | 32:15 | trained 35:12 | universe 8:13 | way 4:24 5:23 6:1 |
| 10:1 | things 5:25 9:4 17:1 | transcribed 46:9 | UNIVERSITY | 9:20 15:16,20,24 |
| sworn 3:22 | 17:19 19:13 20:7 | transcript 1:16 | 1:11 | 17:9 19:22 21:4 |
| T | 23:2,22 32:6,10 | 43:1,14 46:10 | unusual 41:9 | 22:17 23:20,22 |
| tail 5:8 7:4 11:19 | 32:10 33:23 37:23 | transcription 46:10 | unwinding 36:6 | 31:21 35:13 37:6 |
| 11:21 16:4 28:16 | 38:1,10 39:1,11 | TransUnion 31:10 | update 43:21 | 41:21 46:14 |
| tailored 29:22 | 39:13,16 41:17,20 | treat 15:3 | use 6:12 7:13 26:10 | ways 4:15 5:22 15:6 |
| take 4:14,24 5:5,13 | 41:21 | trial 17:10,11,21 | useful 25:5 | weaknesses 17:16 |
| 5:24 6:18 7:5 18:8 | think 3:23 4:22,24 | 35:21 41:20,21 | usually 36:5 | web 27:2 |
| 18:22 21:22,24 | 5:22,23 6:1 10:20 | tried 8:2 | U.S 4:11,12 | Wednesday 1:19 |
| 22:7 23:3 25:21 | 10:23 11:11,23 | tries 31:9 | V | 3:1 |
| taken 23:15 | 12:3,17 15:12 | triggers 41:3 | vague 10:10 | went 32:18 36:16 |
| takes 19:1 44:11 | 19:20 20:6,8,8,13 | true 20:24 22:7 | valid 20:19 | 36:18 |
| talk 30:6 35:2 | 20:15,25 21:18,25 | 23:24 46:10 | valuation 18:13 | West 2:17 |
| 36:12 41:14 | 22:2,22,23 23:23 | truly 32:8 42:24 | value 4:21,23 5:15 | we'll 5:11 25:13,17 |
| talking 3:24 | 24:3 25:4,11 26:5 | trying 17:1 40:6 | 5:18,21 9:5 15:11 | 41:3 43:18,21 |
| Target 26:18,20 | 26:7,24 28:7,14 | turn 25:20 | 16:5 28:20,20 | we're 3:11 25:2 |
| | 29:16,19 33:12,15 | TV 36:4 | | 30:25 34:9 36:12 |

| | | | |
|----------------------------|-----------------------------|--------------------------|--|
| 37:5 41:10 | \$200,000 33:5 | 3 | |
| we've 17:14 21:2 | \$25 32:21 | 3 38:24 | |
| 22:15 25:4 27:6 | \$250,000 4:24 5:4 | 3,374 4:6 | |
| 27:21 31:4 33:2 | 9:7 15:13,22 | 3:32 p.m 45:22 | |
| 37:24,25 | 16:17 | 30 26:5 44:2 | |
| wide 14:12 | \$2500 9:14 | 304 1:4 3:4 | |
| wish 23:13 | \$30 36:15 40:3 | 31 9:7 11:4 | |
| within-entitled | \$300 6:2 32:19 33:9 | 32 11:2,3,15 | |
| 46:8 | \$300,000 16:16 | 3300 33:10 | |
| withstand 42:7 | \$4 9:17 45:16 | 35 37:14 | |
| won 17:9,10 | \$400,000 16:16 | | |
| word 11:14 18:8 | \$50 27:20 | 4 | |
| 21:22,24 | \$600 6:4,10 | 415 2:13 | |
| wording 44:8 | \$74 5:1 | 44 13:18 | |
| words 5:3 10:19 | | 4555 1:22 46:4,20 | |
| 38:4 | 1 | 460 2:5 | |
| work 18:18 | 1 19:5 | | |
| works 9:19,20 13:2 | 1,000 9:12 11:13 | 5 | |
| 18:20 34:20 | 45:17 | 5,000-dollar 36:4 | |
| worth 4:25 6:4 | 10 37:3 | | |
| 10:11 15:19,23 | 1000 9:14 | 6 | |
| 16:16 34:3 | 101 2:17 | 60 7:11 14:1 | |
| wrapped 29:20 | 12 20:18 | 600 5:9 7:4 | |
| writing 20:12 | 13 21:6 | 601 2:12 | |
| written 19:22 27:18 | 14 21:21 | 61 13:25 14:6,8 | |
| 27:21 | 1400 2:12 | 619 2:18 | |
| www.MagnaLS.c... | 16 7:20 | 64112 2:6 | |
| 1:25 | 17 22:4 | | |
| W-2 32:3 | 18 22:12 23:16 | 7 | |
| | | 7 20:18 | |
| Y | 2 | 700 5:10 7:5 | |
| year 8:20 10:16 | 2 19:6 23:17 33:9 | 714-7112 2:6 | |
| 32:20 33:9 | 2:30 3:1 | | |
| years 6:18 7:6 10:5 | 20 1:19 3:1 37:3 | 8 | |
| 16:4 19:1 26:19 | 20th 43:19,19 44:3 | 8 22:4 30:10 | |
| 30:2 33:9 35:21 | 44:20 | 80 4:10 | |
| | 200 2:5 | 816 2:6 | |
| Z | 2015.5 3:17 16:24 | 866-624-6221 1:24 | |
| zero 10:11 | 2016 6:13 | | |
| | 2017 1:19 3:1 46:16 | 9 | |
| S | 22nd 43:21 | 9 22:12 34:5 | |
| \$10 41:2 | 243-0895 2:18 | 90 4:10 | |
| \$2 33:8 | 250 36:24 | 92101 2:18 | |
| \$2,500 9:5,12,18 | 26 18:3 | 94108 2:12 | |
| 11:13 41:3 45:12 | 26th 46:16 | 981-4800 2:13 | |
| 45:17 | | | |